

PERSONAL GUARANTY

THIS GUARANTY (this "Guaranty") is executed and delivered this ____ day of _____, 20__, by _____ (the "Guarantor"), in favor of Barnett Finance Company, Inc., a corporation organized and existing under the laws of the state of Georgia ("BFC").

WITNESSETH:

WHEREAS, BFC and _____ a Dealership/Company/Corporation organized and existing under the laws of the State of _____, (the "Dealer"), have simultaneously herewith entered into and delivered that certain Dealer Retail Installment Agreement dated as of even date herewith (the "Installment Agreement") for the assignment by Dealer to BFC of retail installment sale contracts (hereinafter referred to as a "Contract(s)") it owns;

WHEREAS, the Contracts are and shall be to the direct interest and advantage of Guarantor, and Guarantor has a significant financial interest in the Dealer and the Installment Agreement;

WHEREAS, Guarantor acknowledges that BFC will not enter into the Installment Agreement without the simultaneous execution and delivery by Guarantor of this Guaranty to BFC;

WHEREAS, all initially-capitalized terms used but not defined or modified herein shall have the meanings ascribed thereto in the Installment Agreement; and

WHEREAS, in order to induce BFC to enter into the Installment Agreement, Guarantor, has agreed to execute and deliver this Guaranty to BFC simultaneously with the execution and delivery of the Installment Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, incorporating the recitals contained above, Guarantor hereby covenants and agrees in favor of BFC, and the successors and assigns of BFC, as follows:

1. Guarantor hereby guarantees the full and prompt payment when due, whether by acceleration or otherwise, whether now in existence or hereafter arising, of the Dealer to and in favor of BFC arising out of or related to the Installment Agreement, including, without limitation, the prompt payment in full of all amounts due to BFC under the Installment Agreement, attorney's fees, interest, and the full and prompt compliance by the Dealer with all other obligations of any nature of the Dealer if the Dealer breaches any of the representations, warranties, covenants or agreements under the Installment Agreement (collectively, the "Obligations").

2. Guarantor shall, in strict accordance with the terms of the Installment Agreement upon written demand by BFC, punctually (a) pay all of the monetary Obligations which are not paid as and when due and payable by the Dealer, in like manner as such amounts are due from the Dealer, and (b) perform all non-monetary Obligations of the Dealer. For purposes hereof, the monetary Obligations shall be due and payable when due and payable under the terms of the Installment Agreement notwithstanding

the fact that the collection or enforcement thereof as against the Dealer may be stayed or enjoined under Title 11 of the United State Code or similar applicable law. This Guaranty is one of payment and not of collection. All payments by Guarantor pursuant to this Guaranty shall be made without offset or deduction.

3. Guarantor hereby irrevocably waives all defenses to any action or proceeding brought to enforce this Guaranty or any portion of this Guaranty, except the sole defense that the Obligations claimed not to be performed have actually been performed.

4. This Guaranty shall remain in full force and effect and be binding upon Guarantor, until all of the Obligations have been satisfied in full and the Installment Agreement shall have been terminated or fully performed. This Guaranty may not be modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by both BFC and Guarantor. This Guaranty is continuing with respect to all Obligations, changing the terms of any Obligations, or creating new or additional Obligations after prior Obligations have been satisfied in whole or in part, regardless of any lapse of time.

5. BFC shall not be obligated to file any claim related to the Obligations in the event that the Dealer becomes subject to a bankruptcy, receivership, reorganization, liquidation or similar proceeding (collectively, a "Proceeding"), and the failure of BFC to file a claim shall not affect the Obligations of Guarantor under this Guaranty. The liability of Guarantor under this Guaranty shall in no way be affected by the release or discharge of the Dealer in any Proceeding

6. BFC may at any time, and from time to time, either before or after the maturity thereof, without notice to or further consent of Guarantor, extend the time of payment of, or renew, any of the Obligations, and may also make any agreement with the Dealer or with any other party liable with respect to any of the Obligations for the extension, renewal, payment, compromise, waiver, discharge or release thereof, in whole or in part, or for any amendment or modification of the terms thereof or of the Installment Agreement or any other agreement between BFC and the Dealer or any such other party, without in any way impairing, releasing or affecting the liabilities of Guarantor under this Guaranty.

7. No failure on the part of BFC to exercise, and no delay in exercising, any right, remedy or power under this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise by BFC of any right, remedy or power under this Guaranty preclude any other or future exercise of any right, remedy or power under this Guaranty. Each right, remedy and power granted to BFC under this Guaranty or allowed BFC by law or by the Installment Agreement or any other agreement shall be cumulative and not exclusive of any other, and may be exercised by BFC from time to time.

8. BFC may at any time, and from time to time, without notice to or consent of Guarantor and without impairing or releasing any Obligations of Guarantor hereunder exercise or refrain from exercising any rights against the Dealer or others; consent to any other matter or thing under or related to the Installment Agreement; accept payments in any amount or amounts less than the full amounts then due under the Installment Agreement; grant any indulgence, extension or modification of the time for performance of any provisions of the Installment Agreement; or accept any promissory note, or any pledge, collateral or other thing as security for the payment or performance by the Dealer under the Installment Agreement provided that the liability of Guarantor under this Guaranty shall be reduced by the amount of payments under any such promissory note or the net value actually received by BFC of

such pledge, collateral or security.

9. Guarantor represents and warrants to BFC, knowing and intending that BFC shall rely upon the following representations and warranties, that: this Guaranty has been duly authorized, executed and delivered by Guarantor and is a legal, valid and binding instrument enforceable against Guarantor in accordance with the terms of this Guaranty, and there is no proceeding, action or agreement to which Guarantor is a party that in any way conflicts with, impairs or prevents the execution, delivery, or full performance of this Guaranty by Guarantor; Guarantor shall be benefitted if BFC enters into the Installment Agreement to the Dealer; there are no suits, actions or proceedings pending or threatened against or affecting Guarantor before any court of law or equity of any administrative board or tribunal or governmental authority, and Guarantor is not in default under the terms of any indebtedness or obligation of Guarantor or with respect to any order, writ, injunction, judgment, decree or demand of any court, tribunal or governmental authority.

10. Guarantor may not assign the rights nor delegate the Obligations of Guarantor under this Guaranty, in whole or in part, without the prior written consent of BFC, and any purported assignment or delegation absent such consent is void. This Guaranty shall remain in full force and effect notwithstanding any assignment or transfer by the Dealer of the interest of the Dealer in the (in which case this Guaranty shall apply, from and after such assignment, to all of the obligations, liabilities and covenants of the assignee or transferee under the Installment Agreement), or any assignment or transfer by BFC of the interest of BFC in the Installment Agreement (in which case Guarantor's Obligations shall inure to the benefit of BFC's assignee or transferee), in each case irrespective of whether Guarantor has notice of or consents to any such assignment or transfer.

11. Whenever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

12. This Guaranty is intended to make the liability of Guarantor unconditional, direct and joint and several with the Dealer, and co-extensive with that of the Dealer, and under all of the terms and provisions of the Installment Agreement with respect to the Obligations as though Guarantor had entered into the Installment Agreement as Dealer thereunder. BFC shall be entitled to proceed, by suit or otherwise, directly against Guarantor without first being required to proceed against the Dealer, by suit or otherwise, or without being required to join the Dealer as a party to any suit hereon, or proceed against any security then held by BFC, or notify or make demand upon or proceed against or exhaust any legal or equitable remedy against the Dealer.

13. All notices under or permitted by this Guaranty shall be delivered personally, or by facsimile transmission, or sent by certified United States mail, postage prepaid, return receipt requested, to Guarantor to the address set forth below, or at such other address within the continental United States of America as may have heretofore been designated in writing by Guarantor. The effective date of such notice shall be the date of personal delivery or the date on which the notice is actually received. The initial address of Guarantor is:

14. In the event that any of the Obligations are collected from Guarantor by or with any assistance from or consultation with any attorney at law, whether or not such attorney at law is an employee of BFC, Guarantor shall pay as BFC's attorney's fees fifteen (15%) percent of such amounts, plus court costs and expenses of litigation, at both the trial and appellate levels.

15. Guarantor shall not exercise any rights which Guarantor may acquire by way of subrogation until all of the Obligations to BFC shall have been indefeasibly paid in full. Any amount paid to Guarantor in violation of the preceding sentence shall be held in trust for the benefit of BFC and shall forthwith be paid to BFC to be credited and applied to the Obligations, whether matured or unmatured.

16. This Guaranty has been executed and delivered in the State of Georgia, and shall be governed by and construed and enforced in accordance with the internal laws of the State of Georgia without giving effect to principles of conflicts of law. Guarantor and BFC jointly and severally agree and submit to the exclusive personal jurisdiction of courts located in the State of Georgia, United States of America, with respect to any disputes arising out of or related to this Guaranty, and waive all personal rights under the laws of any state or territory to object to jurisdiction within the State of Georgia for the purposes of litigation to enforce this Guaranty.

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guaranty as of the date and year first above written.

GUARANTOR:

Print _____

Sign _____ (L.S.)

Social Security Number: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20__

Notary Public X

Commission Expires